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over which was a red light, but it was neither locked nor guarded, and no steps led therefrom. The programs of the performance stated that red lights indicated exits. A young man, intending to leave the theater, passed through this door and fell to the sidewalk, receiving fatal injuries. His parents brought an action to recover for his death. In *McCain v. Majestic Bldg. Co.*, 45 Southern Reporter, 258, the Supreme Court of Louisiana, holding that the premises were so placed in the control of the lessee company as to relieve the lessor, denied recovery.

Legal Execution of Insured.—In *Collins v. Metropolitan Life Ins. Co.*, 83 Northeastern Reporter, 542, the Supreme Court of Illinois decided that recovery might be had on the life of a man who was legally executed for murder, as the fact that insured came to his death in this manner did not in any way release the insurance company from liability on the policy.

Effect of Limited Parole.—Plaintiff was sentenced to a term of imprisonment of eight months. When a portion of that time had expired, he was released on parole. Breaking his parole by engaging in a fight, he was remanded to jail, and the authorities attempted to hold him for the full previous term, excluding the time he had been at liberty. In *Scott v. Chichester*, 60 Southeastern Reporter, 95, the Virginia Supreme Court held plaintiff was entitled to his discharge on the expiration of the sentence, including therein his period of parole.

Mandamus to Compel Destruction of Bertillon Measurements.—A police officer compelled plaintiff, who was awaiting arrangements for bail, to be photographed and measured by the Bertillon system. Subsequently plaintiff instituted mandamus proceedings to compel the destruction of the measurements and photograph. In *Gow v. Bingham*, 107 New York Supplement, 1011, the New York Supreme Court, although condemning the action of the police department in strong terms, held that, as there was no express statutory duty imposed upon the police department to keep such records, mandamus would not lie, as such remedy lies only "to compel one to do what ought to be done in the discharge of a public duty."

Injuries to Persons Going between Cars at Crossing.—The Supreme Court of Utah, in *Gesas v. Oregon Short Line R. Co.*, 93 Pacific Reporter, 274, held that a boy who was injured by crossing between the cars of a train, for the moving of which, from a crossing, he had waited for half an hour, was not a trespasser.

Boycott as Violation of Anti-Trust Law.—Complainants, hat manufacturers at Danbury, Conn., engaged in the sale of their product in several states. Defendants, members of a labor union, sought to